

EXHIBIT Q

FASHIONBOSS, LLC

**WRITTEN ACTION IN LIEU OF
ANNUAL MEETING OF MEMBERS**

THE UNDERSIGNED, being the members of **FASHIONBOSS LLC**, a Florida limited liability company ("the Company"), hereby consent to and adopt the following resolutions, taking said action in lieu of a meeting:

- (1) It was decided that FASHIONBOSS LLC would be converted per the unanimous agreement of the members that SmartBoss Inc. would be the successor. As such, in place of FASHIONBOSS LLC will be SmartBoss Inc.

RESOLVED, that **BRITTANY RAWLINGS**, be and hereby is ratified as the manager of the Company with a term commencing the date hereof and ending at such time her successor is elected.

RESOLVED, that all the lawful actions on behalf of the Company taken by the manager and members of the Company since the date of incorporation of this Company and prior to the date hereof are hereby ratified, approved and affirmed.

IN WITNESS WHEREOF, the undersigned hereby executes this written consent and adoption effective as of the date hereof.

DATED as of the 10 day of June 2016

MEMBER:

FASHIONBOSS LLC
a Florida limited liability company

BY: Brittany Rawlings
BRITTANY RAWLINGS, Manager-President

ASSIGNMENT

This Assignment (the "Assignment"), effective as of June 10, 2016 (the "Effective Date"), is made by FashionBoss, LLC ("FashionBoss", "Assignor") in favor of SmartBoss Inc. (the "Company").

FashionBoss, LLC is owned and funded by Brittany Rawlings and Lawrence Salameno and/or Penny Black d/b/a Penny Black Holdings II LLC. FashionBoss LLC possesses certain R&D and Intellectual Property (as defined below) relating to an AI software and management platform where entrepreneurs and freelancers can benefit from a software that thinks and acts like an executive team (the "Covered Technology").

FashionBoss LLC desires to transfer its rights in and to the Covered Technology in connection with the formation of the Company.

In consideration for the foregoing and the covenants and promises hereinafter set forth, and with intent to be legally bound, the parties hereto agree as follows:

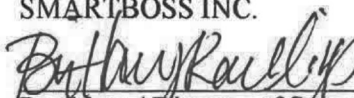
1. Assignor hereby assigns all of its right, title and interest in and to the Covered Technology to the Company.
2. For purposes of this Assignment, "Intellectual Property" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, know how, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in to and under any of the foregoing, in any and all such cases that are owned or Controlled by Assignor or used by Assignor in the conduct of the Company's business as now conducted and as presently proposed to be conducted. "Controlled" shall mean, in relation to the subject matter with which it appears, the legal authority or right of Assignor: (i) to transfer to a third party legal title in the Covered Technology; (ii) to disclose to another party proprietary, trade secret, or regulatory information pertaining to the Covered Technology; or (iii) to grant to another party a license or sublicense of intellectual property rights in the Covered Technology.
3. Assignor shall execute and deliver all further documents and instruments reasonably requested by the Company to effect the assignment provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment.

ASSIGNOR:


President / manager of FASHIONBOSS, LLC

SMARTBOSS INC.


President / Director of SmartBoss Inc.